

The 23rd/27th February, 1968.

No. 1757-3Lab-68 4825.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the President of India is pleased to publish the following Arbitration award of Shri Sham Lal Sharma, Labour Inspector and Conciliation Officer, Faridabad, in respect of the dispute between the workmen and management of M/s The Faridabad Central Co-operative Consumer Store Ltd., Faridabad.

BEFORE SHRI SHAM LAL SHARMA, LABOUR INSPECTOR AND CONCILIATION OFFICER, FARIDABAD, ARBITRATOR APPOINTED UNDER SECTION 10A(3) OF THE INDUSTRIAL DISPUTES ACT, 1947 IN THE MATTER OF DISPUTE OF 1967.

Between

The Faridabad Central Co-operative Consumer Store, Ltd., Faridabad.

versus

Shri Dharam Chand, Tempoo Driver.

AWARD

According to an agreement dated the 25th October, 1967, the parties agreed to refer the dispute for my arbitration under Section 10A of the Industrial Disputes Act, 1947. In pursuance of this agreement the Government of Haryana, Labour Department, referred the following dispute for my arbitration,—vide their notification No. 570-SF-III-Lab.-67/34998, dated 2nd December, 1967.

“Whether the termination of services of Shri Dharam Chand is justified and in order? If not to what relief he is entitled”.

On receipt of this reference, usual notices were issued to the parties. In response to which, both the parties filed statements of claims. In the meanwhile Shri Bala Sundram, President of the Central Co-operative Consumer Stores filed his written objections as below:—

- (1) That the General Manager is not competent to sign any arbitration agreement.
- (2) He does not think the matter can be taken up under the Industrial Disputes Act, 1947. The Co-operative Store is not an industry, but is registered under the Shops Act and if at all the said Shri Dharam Chand has any grievance, he should get it redressed under the Shops Act and not under the Industrial Disputes Act.
- (3) This dispute cannot be taken up under the provisions of Industrial Dispute Act without being referred it to the arbitration of Registrar of Co-operative Societies under the Co-operative Societies rules. He, therefore, requested to dismiss this case.

In this behalf I would proceed as under:—

- (1) Although the registrar is ultimate employer of the stores, but the President represents him as an employer as also shown in the registration form of the Shops Act relating to this stores. But I do not want to go into the validity of the agreement, which was signed by the General Manager on behalf of the management of the Stores, as has already been accepted by the Government.
- (2) This is for the worker to seek remedy under Section 33A of the Shops Act or otherwise.
- (3) As regards the last objection of the President, I agree with him that the

worker should have first gone to the arbitration of the Registrar of Co-operative Societies under the Punjab Co-operative Societies Rules, 1963 as the worker Shri Dharam Chand was also governed by these rules. In a similar case a question of Law whether the Labour Court has jurisdiction to go into the validity of the order of dismissal of three employees of the Bhatinda Central Co-operative Banks, Bhatinda, without referring the dispute to the Registrar, Co-operative Society, was raised by the employer banks in a writ petition before a Division Bench of the Punjab, Haryana Court. Mr. Justice Shamsher Bahadur and Mr. Justice Gurdev Singh constituting the bench admitted the writ petition and on a prayer made by Mr. Harbhagwan Singh restrained the Labour Court from passing the final order in the case pending the decision of writ petition.

In view of the above, I, therefore, hold that Shri Dharam Chand instead of raising a dispute before the Labour Department, Faridabad should have first gone to the arbitration of the Registrar of Co-operative Societies, Haryana Government, Chandigarh, as his services were regulated by the rules of the Co-operative Societies Rules. He may do it now.

The award is hereby submitted to the Government of Haryana under Section 10(4) of the Industrial Disputes Act, 1947.

Dated 15th February, 1968.

SHAM LAL SHARMA,
Labour Inspector and Conciliation Officer,
(Arbitrator) Faridabad.

The 23rd February, 1968.

No. 1514-3Lab.-68/4827.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the President of India is pleased to publish the following Award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s Fine Wire Mesh and General Industries (P) Ltd., Palwal.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK.

Reference No. 118 of 1967

between

The Workmen and the Management of M/s Fine Wire Mesh and General Industries (P) Ltd., Palwal.

Present: Shri M. M. Mangla, claimant in person.
Shri S. L. Gupta, for the Management.

AWARD

Shri M. M. Mangla was in the service of M/s Fine Wire Mesh and General Industries (P) Ltd., Palwal. His services were terminated and this gave rise to an Industrial Dispute and the Government of Haryana, in exercise of the powers conferred by clause (i) of sub-section (1) of Section 10 read with proviso to that sub-section of the Industrial Disputes Act, 1947, referred the following dispute to this Court, for adjudication.

Whether the termination of services of Sh. M. M. Mangla was justified and in order? If not to what relief is he entitled?

After the receipt of reference usual notices were issued to the parties response to which the workman filed his statement of claim and the management filed their written statement. A compromise has been effected between the parties.

The workman has been given up his claim for re-instatement and back wages and the management have agreed to pay him a sum of Rs. 116 in full and final settlement of his claim. I, therefore, give my award accordingly.

No order to costs.

Dated 8th February, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 287, dated the 9th February, 1968.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947.

Dated 8th February, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

The 23rd/27th February, 1968.

No. 1472-3Lab.-68/4837.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the President of India is pleased to publish the following Award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s Haryana Co-operative Transport Society Ltd, Kaithal.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK.

Reference No. 7 of 1966.
between

The Workman Shri Piara Singh and the Management of M/s Haryana Co-operative Transport Society Ltd, Kaithal.

Present: Shri Harbans Lal and Ravi Nanda for the Workman.

Shri Ram Lal Chaudhary for the Management.

AWARD

The Government of Punjab in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following two disputes for adjudication to this Court.—vide Gazette Notification No. 149-SF-3-Lab.-1-65, dated 4th March, 1966:—

- (1) Whether the termination of services of Shri Piara Singh Driver is justified and in order? If not, to what relief he is entitled to?
- (2) Whether the action of the management in demanding security of Rs. 5,000 from Shri Lakhpur Rai, Cashier, is justified and in order? If not to what relief the workman is entitled to?

So far as the second item of the dispute is concerned, it is also covered by the dispute which is the subject matter of reference No. 24 of 1965 which has been referred to this court for adjudication.—vide Notification No. 149-SF-3-Lab.-1-65, dated 4th March, 1966.

The representatives of the parties made a statement that the dispute which is the subject matter of second item may be decided in reference No. 24. As regards the dispute about the termination of services of Shri Piara Singh Driver, the parties have settled their dispute. The claimant Shri Piara Singh has given up his claim for reinstatement and the management have agreed to give him Rs. 500 in full and final settlement of all his claims. The statement of the parties

embodying these terms of settlement have been recorded and I give my award accordingly.

No order as to costs.

Dated 12th February, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 289, dated 12th February, 1968.

Forwarded (four copies) to the Secretary, to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947.

Dated 12th February, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

R. I. N. AHOOJA, Secy.

LABOUR AND EMPLOYMENT DEPARTMENTS

The 16th February, 1968.

No. 12636-2Lab.-67/188.—In exercise of the powers conferred by clause (a) of sub-section (i) of Section 5 of the Minimum Wages Act, 1948 (Control Act XI of 1948) the President of India is pleased to appoint the Committee consisting of the following persons to hold inquiries and advise the Government for fixing minimum rates of wages in respect of employment in Glass Industry in the State of Haryana which has been added to Part I of the Schedule to the Minimum Wages Act, 1948,—vide Notification No. S.O. 248/C.A./11/48/S.27/65, dated 13th December, 1965:—

1. **Government Nominee who do not represent any interest**
 - (1) Shri D. A. Karan, Deputy Labour Commissioner, Haryana ... Chairman
2. **Employers Representative**
 - (1) Shri Sham Lal Aggarwal, Occupier and Manager, M/s Aggarwal Glass Factory, Industrial Area, Sonepat ... Member
 - (2) Shri M. C. Garg, Manager, Hindustan Vacuum Glass, Faridabad ... Member
3. **Employees Representative**
 - (1) Shri R. D. Shastri, Secretary, Atlas Mazdoor Union (Sonepat) (I.N.T.U.C.) Do
 - (2) Shri Darshan Singh, Secretary, A.I.T.U.C., C/o Faridabad Engineering Workers Union, Faridabad ... Do

2. The Committee shall make its recommendations to the Government within three months of the date of issue of this notification.

3. The headquarters of the Committee shall be at Chandigarh but Chairman can hold meetings at any place in the State of Haryana if and when considered necessary.

The 20th February, 1968.

No. S.F. 50-2Lab.-68/3804.—In supersession of Haryana Government Labour Department Notification No. 12171-2Lab.-67/37332, dated the 12th January, 1968 and in exercise of the powers conferred by clause (a) of sub-section (I) of Section 5 of the Minimum Wages Act, 1948 (Central Act XI of 1948), the President of India is pleased to appoint a Committee consisting of the following persons to hold inquiries and advise to the Government in revising minimum rates of wages in respect of the employment in the Saw Mills and

Timber Trade in the Haryana State fixed,—vide erstwhile Punjab Government Notification No. S.O.-489/CA/11/48/s-5/63, dated the 28th November, 1963 and (ii) fixing minimum rates of wages in respect of workers employed in the said employment for whom no wages were fixed previously in the aforesaid notification:—

Government Nominees who do not represent any interest

(1) Labour Commissioner, Haryana... Chairman
(2) Economic and Statistical Advisor to Government, Haryana ... Member

Employers Representotives

(1) Shri Panna Lal, Managing Director, M's S. P. Timber Industries, Yamuna Nagar ... do
(2) Shri Bawan Nath, Saw Mills, district Hissar ... do

Employees Representatives

(1) Shri Darshan Singh of A.I.T.U.C., C/o Faridabad Engineering Workers Union, House No. 1, Faridabad, N.I.T. ... do
(2) Shri Jai Gopal, Hind Mazdoor Sabha, Yamuna Nagar ... do

2. The Committee shall make its recommendations to Government within three months of the date of issue of this notification. The Headquarters of the Committee shall be at Chandigarh but the Chairman can hold meetings at any place in the State if and when considered necessary.

The 21st February, 1968.

No. 1269 2Lab-68/4750.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 5 of the Minimum Wages Act, 1948 (Central Act XI of 1948) the President of India is pleased to extend the period of the Advisory Committee constituted to hold enquiries and advise the Government for fixation of minimum rates of wages in respect of employment in potteries, Ceramics and Refractory Industry,—*vide* notification No. 11199-2Lab-67, dated 19th December, 1967, by two months.

The 23rd/27th February, 1968

No. 1717-3Lab-68/4823.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s. Globe Motors Workshop, Private Ltd; Faridabad.

BEFORE SHRI K. L. GOSAIN PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, CHANDIGARH.

Reference No. 85 of 1967.

between

The Workmen and the Management of M/s. Globe Motors Workshop Private Ltd., Faridabad.

Present:—

Shri D. C. Chadha for the management.
Shri Darshan Singh. for the workmen.

AWARD

An industrial dispute having come into existence between the workmen and the management of M/s. Globe Motors Workshop, Private Ltd., Faridabad, over the following two items, the same was referred for adjudication to this Tribunal under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947,—*vide* Haryana Government notification No. 243-SF-III-Lab-67/26807, dated 8th September, 1967 :—

(1) Whether the contract system prevailing in the factory should be abolished ? If so, what details ?
(2) Whether the termination of services of Shri Hari Chand, Carpenter. is justified and in order ? If not, to what relief is he entitled ?

On receipt of the reference in this Tribunal, usual notices were issued to the parties and in response to the same the workmen filed their detailed statement of claims and the management filed their written statement to the same. A preliminary objection was taken by the management in their written statement that the dispute in question had not been sponsored by a fairly large number of workmen of the concern and the same was, therefore, not an industrial dispute. The representative of the management, Shri S. L. Gupta, however, made a statement before me that he did not press the aforesaid preliminary objection and that no issue need be framed on this point. Since it was a question of fact whether the dispute had been espoused by a substantial number of the workmen of the company and since the management did not seek any issue on the point no issue was framed on the said point. The pleadings of the parties gave rise to two issues only which are precisely the same as the two items of dispute mentioned above. Parties were directed to lead their evidence in respect of the said issues on 14th November, 1967. The management did not bring their evidence on the said date and prayed for an adjournment of the case to another date. The case was adjourned to the 28th of November, 1967 and the management was directed to produce their evidence on the said date and to pay Rs. 32 as costs of the adjournment. In my order on 14th November, 1967, I said as under :—

"The management is not ready with the evidence and a request is made on their behalf for adjournment of the case to some other date. The case is accordingly adjourned to 28th of November, 1967. The management will pay Rs. 32 as costs for this adjournment. Both parties will lead their evidence on the said date and no further opportunity will be given to any of the parties unless a special case is made out for the purpose."

On the 28th November, 1967, the management produced one witness and their representative then stated that he closed his evidence on issue No. 2. The workmen led their complete evidence thereafter and closed it on the same date. A request was then made by the management for another adjournment of the case for the purpose of enabling them to produce evidence in respect of issue No. 1 and I declined the said request. My order of the said date reads as under :—

"The management have no evidence to produce to-day. A request is made for

adjournment of the case and the only ground in support of the said request is that Mr. Chadha has been engaged only to-day. That by itself is no ground and I refuse to grant the adjournment. It may be noted that on the last hearing the management did not bring their evidence and asked for an adjournment which I granted to them on payment of Rs. 32 as costs".

After the above order had been passed by me on the 28th November, 1967. Mr. Chadha who represented the management asked for an adjournment to enable him to argue the case. He stated that the Supreme Court of India had recently decided a case of a goods transport company and he wanted to cite the judgment of that case as a ruling in his favour. He later made an application that he may be given another date to argue the case and in the interest of justice I gave him that opportunity and both parties then addressed their complete arguments to me. My findings on the two issues are as under :—

Issue No. 1:

It is not denied that the concern in question is engaged in an industry of manufacturing bodies of motor vehicles, most of which consist of trucks. It has been alleged by the management in their written statement that they are employing 90 workers directly and about 134 workers through contractors. It is admitted in para 1 of the written statement that the main activity of the respondent management is the manufacture of Motor Bodies. In para No. 2 of the written statement it is said, "it is correct that there are two methods of taking work; one from regular workers and the other through contractors". In para No. 3 it is said,

"The regular workmen are entrusted with the work of painting, machine work and supervisory jobs whereas the workers through contractors are doing fabrication work".

Shri M. M. Khanna, Store Incharge of their concern has been produced as a witness by the management. He has stated, ".....

.....the number of workmen who work on the system of contract labour is 100, they are employed by the contractors. There are 18 or 20 contractors..... Some of the jobs are done by the regular labour and certain others by the contractors..... The contractors also work in the same premises in which other regular workmen work. The contractors bring their own drilling machines and the other material is given to them after sheering and bending. The contractors assemble the bodies..... The contractors' labour gets benefits of E.S.I., but we do not give them any casual, national or festival holidays. It is for the contractors to decide whether the contract labour will have any weekly rest. We do not know anything about it. The contractors contribute to the E.S.I. shares of the workers but it is deposited in the name of Globe Motors Workshop..... We pay bonus to the regular workmen. We also give them annual increments. All these facilities are not available to the contract labour.....".

The workmen have led evidence of five witnesses, 4 of whom are the employees under the contractors. They have also stated that they are not getting the various benefits of leave, weekly rest etc. which the regular labour in the same concern is getting. A.W. 2 Shri Udhamp Singh has further stated that "the workmen of the contractors also work with me. The management keeps retrenching their regular workmen and increasing the number of contract labour." A.W. 3, 4 and 5 have stated that they had practically no increase in their wages during the last few years when they have been working with the contractors. The above evidence in my opinion clearly proves (1) that the jobs done by the contractors are more or less of permanent nature, (2) that the jobs performed by the contractors are essential parts of the manufacturing process of the bodies of motor vehicles, (3) that the contractors labour is not enjoying the same facilities and the same benefits of labour laws which the regular labour of the concern is enjoying and (4) that the concern in question is by and by reducing their regular labour force and increasing the number of workmen working on contract system.

On the above findings reached by me I must held that the employment of contract labour by the concern in question is an unfair labour practice. The system of employment of contract labour has been deprecated a number of times by the various Industrial Tribunals in India and the various commissions and the enquiry committees appointed to go into the question of contract labour. This system can only be allowed to remain where the work is of an intermittent or temporary nature or is one which is not directly connected with the main business of the concern or is too little to engage full time workers by the concern. Where, however, the work is not of this nature but is of a permanent nature and the jobs on which the contract labour is employed are those which are necessary for the process of manufacture, employment of contract labour cannot possibly be allowed. In Standard Vacuum Refining Co. India Ltd. Vs. their workmen (1960 II LLJ 233), the appellant Company employed contract labour for cleaning, maintaining and refining (Plant and premises) which was found to be incidental to the manufacturing process and was necessary for it and was further of a permanent nature. The Tribunal gave an award in the said case that the contract labour should be abolished and the work should be entrusted to permanent workmen. Their Lordships of the Supreme Court of India agreed with the view of the Tribunal and referred to with approval the following observations made by the Royal Commission on Labour:—

"Whatever the merits of the system in primitive times, it is now desirable if the management has to discharge completely the complex responsibility laid upon it by law and by equity, that the Manager should have full control over the selection hours of work and payment of the workers".

In 1956-I-LLJ-597, which was the case of a Printing Press some of the jobs namely those of composing, folding and binding were being done by contract labour. The Industrial Tribunal, Bombay directed the contract labour to be discontinued

and this decision was upheld by the Labour Appellate Tribunal which made the following observations:—

"It is, however, abundantly clear that one of the principal objectives of labour is to eliminate the system of contract labour, so that Labour might not be exploited by reason of such a system, and there have been very many references and decisions of the Industrial Tribunal on this subject; but as far we know this is the first occasion on which it is said that an order directing the stoppage of contract labour is to be regarded as a breach of fundamental rights and a subject outside the purview of the Industrial Disputes Act. In fact the permanent workers of the concern who have raised this industrial dispute contend that the system of working in the concern should be altered; they maintain that it is wrong that persons working in the same premises side by side with them, may not be doing the same type of work but nevertheless doing work which is a part of the business of the concern of publishing, should be employed through contractors on lower wages and with no security of service. We cannot see any violation of fundamental rights in a direction as to how workmen should be engaged and how they should be paid, for that is the essence of the question, and it is a subject which affects industrial relations".

In a reference arising out of an industrial dispute between the workmen and the management of M/s Shibu Metal Works, Jagadhri, one of the points that arose for decision was whether the contract labour employed by that concern should be abolished. On evidence I came to the conclusion that the aforesaid labour was being employed on jobs which were of permanent nature and which were essential in the process of manufacture and I directed the management to abolish the system of contract labour. The management went in appeal to the Supreme Court of India by special leave and my award was upheld there.—vide 1966 I LLJ-717.

Mr. Chadha has relied upon two cases one of which namely that of New India Motors Ltd., Faridabad was decided by Shri P. N. Thukral, Presiding Officer, Labour Court, Rohtak and the other in M/s Ghatge and Patil (Transports) Private Ltd., was decided by their Lordships of the Supreme Court of India and is published in (1968) I Labour Decisions page 20. After giving my careful consideration to the matter I feel that none of these rulings is of any help to the management. In the case of M/s New India Motors Ltd., Faridabad, the Labour Court, Rohtak came to a finding of fact that the number of the workmen employed by the contractors was very very small and that the said workmen were getting all the benefits regarding leave, salary and bonus etc. and the recommendations of the Wage Board were also applicable to them. The Labour Court had further come to the conclusion in that case that there was absolutely no evidence to prove that the labour employed by the contractors was in fact being exploited. The facts of the said case are, therefore, distinguishable from those of the present case. In the case of Ghatge Patil (Transports) Private Ltd., the management had entered into certain contracts with the workmen by which it had agreed to let

to their former drivers a truck each on the condition that they paid the company Re. 1.00 per mile for its use. The management had undertaken to supply fuel, oil, tyres, tubes etc. for the purpose of running the vehicles and the operator had been given a liberty to canvass for goods and transport them but he was required to give the utmost priority to the goods entrusted to the company for transport. It was held in that case that:

"Contract Labour was declared in this Court to be an unfair labour practice because the intention was to introduce a middle man to avoid observance of laws and to deny to labour the advantages labour had acquired by bargaining or as a result of awards. Such is hardly the case here. The two systems were there for the drivers to choose. It is reasonable to think that the drivers must have chosen a system which was considered by them to be more beneficial to themselves. There was no compulsion for the drivers to resign their jobs and they did so voluntarily obviously thinking that the new system was more profitable to them. We cannot lose sight of the fact that some of the office-bearers of the Union were among the first to resign. Many of the drivers resigned the jobs and entered into agreements even after the dispute was taken up by the Union. The present case is, therefore, not analogous to the case of contract labour where employment of labour through a contractor or middleman put the labour at a disadvantage in collective bargaining and thus robbed labour of one of its main weapons in its armoury.

A person must be considered free to so arrange his business that he avoids a regulatory law and its penal consequences which he has, without the arrangement, no proper means of obeying. This, of course, he can only do so long as he does not break that or any other law. The Company declared before us that it is quite prepared, if it was not already doing so, to apply and observe the provisions of the Motor Transport Workers Act in respect of its employees proper where such provisions can be made applicable. In view of this declaration we see no reason to interfere, because Parliament has not chosen to say that transport trucks will be run only through paid employees and not independent operators."

Obviously the facts of this case are entirely distinguishable from that of the present case. In fact no contract labour was really being engaged in the case of Ghatge Patil (Transports) Private Ltd., and what the transport company had done was to let out some of their vehicles to some of the drivers who voluntarily wanted that to be done and who voluntarily resigned their jobs from the company and some of whom were actually important members of the trade union of the workmen. It was not a case where the labour was being exploited by being forced to work under a contract system, in the manner it is being done in the present case.

For the reasons given above I decide this issue in favour of the workmen and direct the management to abolish the contract system of

labour within two months from the date of publication of this award in the official gazette, and to employ regular labour force.

Issue No. 2.

The case of the management is that they have 4 whole-time carpenters and that whenever there is rush of work they employ temporary carpenters for the period of the said rush. It is alleged by them that Hari Chand was employed as a temporary carpenter because of certain contracts which they got from the Defence Department and that on the completion of the said contracts they dispensed with the services of Shri Hari Chand. This allegation of the management is fully proved by R.W. 1. This issue is decided in favour of the management and the demand of the workmen covered by the second item of the reference is dismissed.

No order as to costs.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

Dated 20th February, 1968.

No. 324, dated Chandigarh, the 20th February, 1968.

The award be submitted to the Secretary to Government Haryana, Labour and Employment Department, Chandigarh, as required by Section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

No. 1716-3Lab-68/4839.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s National Industrial Corporation, Panipat.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, CHANDIGARH.

Reference No. 65 of 1967

between

The Workmen and the Management of
M/s. National Industrial Corporation,
Panipat.

Present :—

Shri R. L. Gupta, for the management.
Shri Om Parkash, for the workmen.

AWARD

An industrial dispute having come into existence between the workmen and the management of M/s National Industrial Corporation, Panipat, over the following two items, the same was referred for adjudication to this tribunal under clause (d) of sub-section 1 of section 10 of the Industrial Disputes Act, 1947,—vide Haryana Government notification No. 228-SF-III-Lab-67/18189, dated 23rd June, 1967:—

- (1) Whether the wage rates of manufacturing standard blanket should be increased and uniform wage rate for standard blankets fixed for all Weavers ? If so, what should be the wage rate, with what other details and from which date ?
- (2) Whether the workmen are entitled to the grant of bonus for the year 1965-66 ? If so, what should be the quantum of bonus and terms and conditions of its payment ?

On receipt of the reference in this tribunal usual notices were issued to the parties and in

response to the same the workmen filed their statement of claims and the management filed their written statement to the same. Necessary issues were then framed and parties were called upon to lead their evidence. The management led their entire evidence on 13th December, 1967 and their representative then made a statement that he had no more evidence to produce. The workmen who had also been called upon to produce their evidence on the aforesaid date did not produce any evidence and asked for adjournment of the case. Another opportunity was given to the workmen for production of their evidence and the case was adjourned to 12th January, 1968. On this date one appeared for the workmen but in the interest of justice I adjourned the case to 13th February, 1968 and sent a notice to the workmen calling upon them to appear and produce their evidence on the said date. On the last mentioned date, the President and the General Secretary of the trade union at whose instance the case had been referred appeared in court and stated that they had no evidence to produce. They further stated that they did not wish to pursue the demands. The demands are accordingly dismissed.

No order as to costs.
Dated 20th February, 1968.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

No. 323, dated Chandigarh, the 20th February, 1968.

The award be submitted to the Secretary to Government Haryana, Labour and Employment Department, Chandigarh, as required by Section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

CORRIGENDUM

The 28th February, 1968.

No. 1269-2Lab-68/4755.—In exercise of powers conferred by clause (a) of sub-section (1) of section 5 of the Minimum Wages Act, 1948 (Central Act XI of 1948) the President of India, is pleased to make the following amendment in (11) under caption Employees Representatives in Haryana Government, Labour Department notification No. 11199-2Lab-67/285, dated the 19th December, 1967 :—

“For Shri Ram Kishan, President, Bahadurgarh Potteries and General Labour Union, H. No. 35, Guru Nanak Colony, Bahadurgarh, Shri Darshan Singh, General Secretary, Faridabad Engineering Workers’ Union, Faridabad (A.I.T.U.C.) shall be substituted.”

R. I. N. AHOOJA, Secy.

HOME DEPARTMENT

GENERAL SERVICES (CONFERMENT OF POWERS)

The 23rd February, 1968.

No. 3257-6GS-67/3386.—In exercise of the powers conferred by sub-section (4) of section 9 read with sub-section (2) of section 193 of the Code of Criminal Procedure, 1898, the President of India, in consultation with the High Court of Punjab and Haryana, is pleased to appoint with effect from the date of the publication of this notification in the official gazette each

Sessions Judge in the State of Haryana, to be *ex officio* Additional Sessions Judge of all the other Sessions Divisions of the State to exercise jurisdiction as Court of Session under the said Code and as such for the disposal of and trial of such cases which may be allotted to him by the Sessions Judges of the Divisions concerned.

No. 3256-CS-67.—Under the provisions of section 21(1) of the Punjab Courts Act, 1918, the President of India in consultation with the High Court of Punjab and Haryana, is pleased to appoint each District Judge in the State of Haryana to be *ex officio* Additional District Judge of all the other Civil Districts of the State of Haryana from the date of the publication of this notification in the official gazette.

(Sd.) . . .
SAROOP KRISHAN, Chief Secy.

GENERAL ADMINISTRATION (SERVICES)

The 28th February, 1968.

No. 842-S-68/4093.—Under the provisions of clause (C) of section 3 of the Land Acquisition Act, 1894, the President of India is pleased to appoint Shri Vishan

Dass Vohra, H.C.S. Revenue Assistant, Ambala, to perform the functions of a Collector under the said Act within the limits of the Ambala District.

H. V. GOSWAMI, Dy. Secy.

PUBLIC WORKS DEPARTMENT

The 24th February, 1968.

No. 1167-2PWII-68/4728.—In exercise of powers conferred by sub-section 2 of section 5 of the Electricity (Supply) Act, 1948 (LIV of 1948) read with rule 3 of the Punjab State Electricity Board Rules, 1959, the President of India is pleased to appoint Shri M. L. Khanna, Chief Engineer, Haryana State Electricity Board, as Technical Member of the Haryana State Electricity Board from 27th February, 1968 to 15th March, 1968, under clause (b) of sub-section (4) of section 5 *ibid.*

(2) The President of India is further pleased to direct that Shri M. L. Khanna shall also continue to work as Chief Engineer, Haryana State Electricity Board, in addition.

(Sd.) . . .
ISHWAR CHANDRA, Secy.